

# Terms and Conditions

## General

The following constitutes the agreed terms of business between Trinity Systems Ltd (hereinafter referred to as TSL) and the client. TSL may vary these conditions without notice.

## Payment

Unless specifically agreed otherwise, payment for purchases for hardware & software are due 14 days from invoice. Unless specifically agreed otherwise, payment for services are due for payment 20<sup>th</sup> of month following invoice. TSL reserves the right to charge penalty interest on accounts not paid on the due date, at a rate equal to the BNZ Banking Group Limited commercial overdraft base rate, plus 4%, with a minimum charge of \$10.00, together with collection costs incurred. No part of the payment due is to be retained by the Purchaser. Where all goods are not immediately available, any retention will be agreed in writing but will be no greater than the value of the goods not supplied. Pricing is quoted exclusive of GST and cost of freight. Where accounts are not paid by due date, TSL may withhold services at its discretion.

## Consumer Guarantees Act 1993

It is acknowledged that where The client is acquiring products, or services, for the purposes of business use, the provisions of the Consumers Guarantees Act 1993 shall not apply.

## Privacy

TSL will handle clients' personal information in accordance with relevant laws. Client information may be used by TSL to make enquiries relating to creditworthiness at any time.

## Backup of Data and Programmes

While every effort is made to ensure the integrity of data on a client's system, at times problems may arise. It is the responsibility of The client to maintain an adequate backup and security of data at all times.

## Priority

While TSL tries to ensure sufficient resources to expedite repair, there are times when resources are limited. On such occasions, priority for repairs, parts and/or loan equipment will be provided to those clients who have a Support Agreement in place with TSL.

## Support/Training

Unless specifically agreed, training and application support for software other than any produced by TSL is not provided. Training and application support for TSL software is chargeable unless specifically agreed PRIOR to being provided.

## Warranty

TSL guarantees all new products for a period of 60 days, or for the period of the manufacturer's warranty, whichever is longer.

Warranty is provided subject to:

- Equipment being properly used and maintained according to Manufacturer's instructions.
- Damage or fault is not due to outside influences (such as power surges) or user error.
- Warranty on replacement equipment applies from the date of original purchase of the equipment that was replaced under warranty.
- Where a third party not authorised by TSL attempts to undertake any service on product supplied by TSL, TSL reserves it's position to void any applicable warranty.

Manufacturers' warranty covers repair costs only and does not cover TSL associated labour costs related to fault diagnosis.

## Intermittent Faults

Because of the intermittent nature of many computer faults, it is often impossible to diagnose a fault other than by a series of replacements and/or testing of different components. The non-appearance of an intermittent fault during workshop testing does not mean that the fault has actually been fixed. A successful repair may therefore involve a long period with the equipment being returned several times before the fault is finally eliminated. In many cases, the problem may lie within a change to the environment rather than an actual repair to the equipment. TSL service personnel will do their best to eliminate the most likely reasons first, but all time will be charged for.

## Ownership

Goods will remain the property of TSL until fully paid for, but risk shall pass to The client when such goods are delivered to The client or into custody on The client' behalf. Once pre-packaged software is opened, under no circumstances will it be accepted for return.

## Charges

	Consultant	Senior Consultant
Support Agreement & Fix/Break	\$110.00	\$130.00
Server Work	\$120.00	\$130.00
Business Technology Consulting	N/A	\$150.00

Where unplanned service and/or support work is required outside core business hours of 8.00 am to 6.00 pm weekdays, or on statutory days and weekends. TSL will provide support on a "best efforts basis" at a flat hourly rate of \$180 per hour. TSL may vary its charge out rates at its discretion.

## Software Licensing, Viruses, Security

TSL will not knowingly recommend illegal software to The client, or recommend licence levels lower than those actually required. It is The clients' responsibility to ensure that all software purchased or obtained is both legally obtained and virus free. TSL will not be held responsible for software piracy or licensing violations on The client' system. If the product supplied is a software product, then in addition to these terms, that product is supplied subject to the terms and conditions of the relevant software license agreement.

## Liability

TSL employees, contractors or agents will not be liable in contract, tort (including negligence) or otherwise to compensate The client or any employees or agents thereof for any loss, injury or damage arising directly or indirectly from any omission, error, default or delay by TSL employees, contractors or agents or for any failure of the services provided – except where the loss, injury or damage is the direct or indirect result of an intentional act. Such loss (whether direct or indirect) includes loss of profits, revenue, actual or potential business opportunities, contracts or anticipated savings or profits or any indirect or consequential loss whatsoever, notwithstanding that TSL employees, contractors or agents have been advised of the likelihood of such losses.

## Intellectual Property

All trademarks, copyright and other intellectual property embodied or in connection with product, service, software and any related documentation are the sole property of TSL or its suppliers and cannot be used by The client without the consent of TSL.

## Unsolicited Electronic Messages Act 2007

It is acknowledged that The client consents to receiving email, instant messaging, SMS and MMS (text and image-based mobile phone messaging) of a commercial nature.